

08-22-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

*Resubmit*

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): *Richter & Partners Inc., as Receiver for Manos International, Inc.*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: April 25, 2002

2. Name and address of receiving party(ies)

Name: Jacqueline Ardi

Internal Address: \_\_\_\_\_

Street Address: 17048 Chatsworth Street

City: Granada Hills State: CA Zip: 91344  
USA

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1556988, 1984399, 1749472, 1656914, 1556987

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: Attn: Batya G. Rephun

Street Address: 10100 Santa Monica Blvd., Suite 1450

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Batya G. Rephun

Name of Person Signing

*Batya Reph*  
Signature

5/31/02  
Date

9

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/11/2002 LMUELLER 00000113 1556908

01 FC:481  
02 FC:482

40.00 OP  
275.00 OP

TRADEMARK  
REEL: 002567 FRAME: 0216

**ATTACHMENT**

4B. Additional Trademark Registration Numbers: 1986295, 1660935, 1656929, 1649165, 165913, 1951556, 1985888.

Attachment-21

MAY. 7. 2002 2:26PM EFFORT RICHMAN LLP

NO. 443 P. 3

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into by and among RICHTER & PARTNERS INC., as Receiver, pursuant to a Receivership Order of the Superior Court of Justice dated June 1, 2001, for Manos International, Inc. ("Assignor") and JACQUELINE ARDI ("Assignee") and is dated this 25th day of April, 2002.

## RECITALS

A. Loan and Security Agreement. On or about May 25, 1999, Bay View Financial Corporation ("Bay View") made a loan to WSL, Inc. ("Borrower") with the Maximum Credit of \$3,000,000.00 (the "Loan"). To evidence the Loan, Borrower executed to Bay View a Loan and Security Agreement, which was subsequently amended by that certain Amendment No. 1 to Loan dated as of August 30, 1999; that certain Amendment No. 2 to Loan dated as of December 31, 1999; and that certain Amendment No. 3 to Loan dated as of June 1, 2000 (collectively, the "Loan Agreement").

B. Borrower Security Interest. The Loan is secured by a security interest in certain personal property of the Borrower, which was perfected on or about March 19, 1999, by the filing of Financing Statement (Number 9908260413) with the California Secretary of State (the "WSL Financing Statement").

C. United Golf Guaranty and Security Interest. Payment of the Loan was guaranteed by United Golf Products, Inc. ("United Golf") pursuant to that certain Secured Continuing Guaranty, executed by United Golf on May 25, 1999 (the "United Guaranty"). The United Guaranty is secured by a security interest in certain personal property of United Golf, which was perfected on or about April 28, 1999, by the filing of Financing Statement (Number 9911960756) with the California Secretary of State (the "United Financing Statement").

D. Warren Levy Guaranty and Deed of Trust. Payment of the Loan was also guaranteed by Warren E. Levy ("Levy") pursuant to that certain Secured General Continuing Guaranty made, executed by Levy on May 25, 1999 (the "Levy Guaranty"). The Levy Guaranty is secured by a third party Deed of Trust on real property commonly known as 9813 Aldea Avenue, Northridge, Los Angeles County, California (the "Property"), recorded as Instrument Number 99-1097921 in Official Records, Los Angeles County, California, on June 15, 1999 (the "Deed of Trust").

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E. The Loan Agreement, the WSL Financing Statement, the United Financing Statement, and the Deed of Trust are collectively referred to as the "Loan Documents."

F. On January 3, 2001, Bay View assigned its interest in the Loan, the WSL Financing Statement, the United Financing Statement and the Deed of Trust to Manos International, Inc.

G. On June 1, 2001, Assignor was appointed Receiver over Manos International, Inc.

H. Assignor Desires to Sell. Receiver, on behalf of Assignor, desires to sell and assign, all of Assignor's rights, title, interest and obligations in and to the Loan, the Loan Agreement, the WSL Financing Statement, the United Financing Statement, and the Deed of Trust to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the covenants, terms and conditions set forth herein, the parties agree as follows:

#### AGREEMENT

1. Assignment and Assumption. Assignor hereby irrevocably sells, transfers, and assigns to Assignee WITHOUT RECOURSE AND WITHOUT WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED OF ANY KIND WHATSOEVER (except as expressly provided in paragraph 4 herein) and Assignee hereby irrevocably purchases and assumes from Assignor, all of Assignor's right, title, interest and obligations in the Loan under the Loan Documents, the WSL Financing Statement, the United Financing Statement and the Deed of Trust.

2. Purchase Price Upon Execution of this Agreement. In consideration for the assignment by Assignor to Assignee hereunder, Assignee shall pay to Assignor the sum of U.S. \$35,000.00 by cashiers check made payable to Richter & Partners Inc., issued by a bank having at least U.S. \$1 billion in assets (the "Purchase Price").

3. Assignee's Representations and Warranties. Assignee hereby represents and warrants to the Assignor as follows:

a. The funds constituting the Purchase Price are funds of the Assignee only and were not provided by any other person, and assignee has no agreement or understanding with any other person for reimbursement of the Purchase Price.

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NO. 443

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b. Assignee has not created, assumed, incurred, or suffered to exist any obligations or indebtedness to Levy.

4. Assignor's Representations and Warranties. Assignor hereby represents and warrants to the Assignee as follows:

a. Assignor is the legal and beneficial owner of the interests assigned by it hereunder.

b. Assignor is duly organized and existing and has the full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement and to fulfill its obligations hereunder.

c. No notices to, or consents, authorizations or approvals of, any person are required (other than previously given or obtained) for the due execution, delivery and performance of this Agreement by Assignor, and apart from the assignment of security interests and the Deed of Trust as contemplated herein, no further action by, or notice to, or filing with, any person is required of it for such execution, delivery or performance.

d. Assignor holds only security interests in the Property, and at no time has Assignor been the owner of, or been in possession of, any or all of the Property.

5. Acknowledgments. Assignee acknowledges, understands and agrees that (a) she has received a copy of the Loan Agreement and such other Loan Documents and information as she has deemed sufficient to make her own independent credit and legal analysis and upon which she has based her decision to enter into this Agreement; (b) she has had the opportunity to consult with legal counsel of her own choosing, has done so and has determined to enter into this Agreement after such opportunity and consultation; (c) she will, independently and without reliance upon Assignor, and based on such Loan Documents and information as Assignee shall deem appropriate at the time, continue to make her own credit and legal decisions in taking or not taking action under the Loan Documents; and (d) Assignor is making no representations, express or implied, to Assignee, with respect to the Loan, any collateral or guaranties therefor, the Borrower or its financial condition, the enforceability or collectability of the Loan or any collateral or guaranties therefor, or any other matters, except for the warranties expressly stated in paragraph 4 hereof, and Assignee is purchasing the Loan AS IS WHERE IS. In no event shall Assignor have or be deemed to have any fiduciary duties or other duties of any sort to Assignee, Borrower or any Guarantor as a result of the transactions set forth in this Agreement.

6. Disclaimers. Assignee agrees and accepts the following disclaimers and limitations of liability by Assignor, and Assignee agrees that it may not base any right of action against Assignor upon any item set forth herein:

a. Assignee assumes the assignment hereunder without recourse of any sort against Assignor. The assignments and sales made hereunder are sold and transferred to Assignee without recourse to Assignor and on an "as is" and "with all faults" basis.

b. AS IS WHERE IS: No Representations and Warranties. Except for the warranties expressly set forth in paragraph 4 herein, Assignee is purchasing the Loan, the Loan Agreement, the WSL Financing Statement, the United Financing Statement, and the Deed of Trust AS IS WHERE IS, and without any representations or warranties, express or implied, by Assignor or any of Assignor's officers, directors, employees, agents, attorneys, or affiliates, with respect to any matter whatsoever, including, without limitation, any matters relating to the Loan Agreement, any collateral or guaranties therefor, Borrower or its financial condition, the collectability of the Loan, or legality, validity, enforceability, genuineness, sufficiency, or value of the Loan Documents (or any other instrument or document furnished pursuant thereto) or any collateral or any guaranties therefor.

7. Assignee's Indemnity. Assignee agrees to indemnify and hold harmless Assignor and its officers, directors, employees, agents, attorneys, representatives, affiliates, successors and assigns against any and all liabilities, losses, costs and expenses, including without limitation attorneys' fees, incurred by Assignor (or any of Assignor's officers, directors, employees, agents, attorneys, or affiliates) arising (i) with respect to any claims asserted against Assignor (or any of Assignor's officers, directors, employees, agents, attorneys, or affiliates), out of enforcement by Assignee of any of the Loan Documents, (ii) from the failure of Assignee to comply with any state or federal law or regulation, or (iii) as a result of any set-aside, avoidance, or recovery of the Purchase Price from Assignor, whether automatically by operation of law or as a result of any action.

8. Further Assurances. Assignor and Assignee each agrees to execute and deliver such other instruments and take such other actions as either party may reasonably request in connection with the transactions contemplated hereby, including, without limitation, the delivery of any notice or other Loan Documents or instruments to Borrower, Guarantors or any other person or entity which may be required in connection with the assignment and assumption contemplated hereby.

9. Conditions Precedent. This Agreement is conditioned upon, and shall become effective only upon, satisfaction or written waiver of each of the following conditions precedent on or before May 8, 2002 (or such later date, if any, to which Assignor agrees in writing in its sole and absolute discretion) (the "Effective Date"):

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EFFORT RICHMAN LLP

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a. Assignor and Assignee each shall have received a fully executed original of this Agreement.

b. Assignee shall have paid to Assignor the Purchase Price in accordance with paragraph 2 herein.

10. Delivery of the Loan Documents, Indorsement of the Notes Without Recourse and Assignment of the Financing Statements and Deed of Trust. Assignor shall, upon its receipt of the Purchase Price; (a) deliver to Assignee the original (or copies where originals are not available) of each of the Loan Documents including the Loan and Security Agreement and all Amendments; (b) deliver to Assignee executed assignments of the WSL Security Interest and the United Golf Security Interest, to be filed by Assignee; and (c) execute and deliver in recordable form an Assignment of the Deed of Trust, to be recorded by Assignee.

11. Amendment. This Agreement may be amended, modified, changed, waived, discharged or terminated only by a writing executed by the parties.

12. Counterpart. This Agreement may be executed by facsimile and in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. At the request of any party, the parties will confirm facsimile transmission by delivering an original document or signing a duplicate original document.

13. Survival of Terms. All agreements, covenants, representations, warranties, disclosures and disclaimers made herein shall survive the execution and delivery of this Agreement.

14. Notices. Any notice, request or other communication (collectively, "Notice") may be sent to any party by personal delivery, by overnight express service (such as Express Mail or Federal Express), by first class mail, registered or certified, postage prepaid, or by facsimile. Notice shall be effective upon personal delivery, or one (1) business day after being deposited, fees or postage prepaid, with an overnight express service or three (3) business days after being deposited in the United States mail, or upon receipt of confirmation if sent by facsimile on a business day, to the parties at the following addresses, which the parties may change by giving notice in conformity with the provisions of this paragraph:

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ERRIKT RICHMAN LLP

NO. 443

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If to Assignor:

Richter & Partners Inc.  
200 King Street West, Suite 1900  
P.O. Box 48  
Toronto, Ontario M5H 3T4  
Attn: Wayne K. Palmer  
Facsimile: (416) 932-6200

with a copy to:

Laura K. Fric  
Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario  
Canada M5X 1B8  
Facsimile: (416) 862-6666

If to Assignee:

Jacqueline Ardi  
17048 Chatsworth Street  
Grenada Hills, California 91344

15. Choice of Law. The validity, construction and effect of this Agreement shall be governed by the law of the State of California.

16. Time. Time is of the essence in this Agreement.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. Integration. This Agreement, together with the exhibits referred to herein, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement, even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.



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EFFORT, RICHMAN LLP

NO. 443 P. 9  
NO. 427 P. 10

19. Severability. If any provisions of this Agreement is invalid or unenforceable, all other provisions shall nonetheless remain in full force or effect.

20. Attorneys' Fees. In the event that a legal proceeding or arbitration is commenced by any party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the enforcement of this Agreement.

21. Venue. This Agreement is made in Los Angeles, California.

WHEREFORE, the parties hereto enter into this Agreement and make it effective as of the Effective Date.

"ASSIGNOR"

Richter & Partners Inc. as receiver for  
Mango International Inc.

By:   
Richter & Partners Inc. as Receiver

"ASSIGNEE"

Jacqueline Ardi

  
\_\_\_\_\_

06-11

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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CONFORM & RETURN

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks:

Print or copy thereof.

1. Name of conveying party(ies):  
*Richter & Partners Inc., as Receiver  
for Manos International, Inc.*

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 25, 2002

2. Name and address of receiving party(ies)

Name: Jacqueline Ardi

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 17048 Chatsworth Street

City: Granada Hills State: CA Zip: 91344

USA

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1556988, 1984399,

1749472, 1656914, 1556987

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: Attn: Batya G. Rephun

Street Address: 10100 Santa Monica Blvd.,  
Suite 1450

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: \_\_\_\_\_

12

7. Total fee (37 CFR 3.41).....\$ 315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Batya G. Rephun

Name of Person Signing

*Batya Rephun*  
Signature

5/31/02

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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02 FC:482

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ATTACHMENT

4B. Additional Trademark Registration Numbers: 1986295, 1660935, 1656929, 1649165,  
165913, 1951556, 1985888.

Attachment-21